



## MEMORANDUM

Agenda Item No. 9(B)(1)(B)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

DATE: **January 20, 2004**

FROM: George M. Burgess  
County Manager

SUBJECT: FY2003-2004 Tourist  
Development Council  
Second Quarter -  
Recommendation

### RECOMMENDATION

The Tourist Development Council recommends that the Board approve the funding of twenty-eight (28) grants for a total of \$238,600 from the Tourist Development Room Tax Plan and Surtax Category.

### BACKGROUND

The Miami-Dade County Tourist Development Council (TDC), chaired by Chairperson Bruno Barreiro, convened their FY2003-2004 Second Quarter Panel meeting on November 13, 2003 to review grant requests for a total of \$640,000. The Council recommended funding of twenty-eight (28) applicants for a total of \$238,600. The Council determined that the recommended grants would support tourist-oriented cultural, sporting, television and special event/promotions, which would promote and enhance Miami-Dade County as an attractive tourist destination.

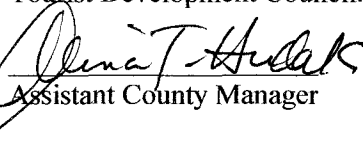
The Tourist Development Council Grants Program provides funding assistance to organizations and projects which promote Miami-Dade County tourism by sponsoring tourist-oriented cultural, sporting, television and special event/promotions such as visual and performing arts including theater, concerts, recitals, opera, dance, art exhibitions, festivals, sporting events, television and other media programs and tourist-related activities (Tourist Development Room Tax Plan of 1978, as amended, Part 2).

Tourist Development Council grants are made on a "Reimbursement" or a "Direct" grant basis. Criteria utilized to make "Direct" grant recommendations focus on grantees that: 1) are recurring, established events; 2) have met all grant reporting requirements; and 3) demonstrate reliable administrative capability, especially in regard to management of TDC-funded projects. Stringent reporting requirements, including the submittal of a final report, and copies of canceled checks (front and back) and invoices documenting the use of the grant funds, continue to be prerequisites for renewing applicants' annual "Direct" grant support from the TDC.

"Reimbursement" grants are recommended for all Tourist Development Council Grants Program First-Time applicants. "Returning" TDC applicants that require closer staff monitoring also are designated to receive grants on a "Reimbursement" basis.

An executed grant agreement containing terms and conditions for the awarding of each grant will be negotiated with and signed by the grantee; submitted to the County Attorney for approval of form and legal sufficiency; and subsequently, be submitted for execution of the grant agreement by the County Manager or his designees.

Attached is a list of the applicant organizations, the respective projects and the grant amounts recommended by the Tourist Development Council.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** January 20, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 9(B)(1)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(B)(1)(B)  
1-20-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE FUNDING OF TWENTY-EIGHT (28) GRANTS FROM THE FY2003-2004 SECOND QUARTER TOURIST DEVELOPMENT ROOM TAX PLAN AND SURTAX CATEGORY TO PROMOTE MIAMI-DADE COUNTY TOURISM WITH: ADVANSTAR COMMUNICATIONS, INC., D/B/A ART MIAMI; BAY OF PIGS MUSEUM & LIBRARY OF THE 2506 BRIGADE, INC.; BLACK DOOR DANCE ENSEMBLE, INC.; CAPTAIN BOB LEWIS BILLFISH CHALLENGE, INC.; CENTRO CULTURAL DE PUERTO RICO EN EL SUR DE LA FLORIDA; COCONUT GROVE ARTS & HISTORICAL ASSOCIATION, INC.; CULTURAL AFFAIRS COUNCIL OF SOUTH MIAMI, INC.; DAVE AND MARY ALPER JEWISH COMMUNITY CENTER; DR. MARTIN LUTHER KING, JR. PARADE AND FESTIVITIES COMMITTEE, INC.; DUENDE BALLET ESPANOL; FISHING AND CONSERVATION TRUST, INC.; FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.; HOMESTEAD RODEO ASSOCIATION, INC.; IFE ILE, INC.; JAMAICA AWARENESS, INC.; MADE IN MIAMI FILM AND VIDEO FESTIVAL; MIAMI BACH SOCIETY, INC.; MIAMI CLASSICAL GUITAR SOCIETY, THE; MIAMI INTERNATIONAL FILM FESTIVAL, PRESENTED BY MIAMI-DADE COLLEGE; MIAMI-DADE DEPARTMENT OF PARK AND RECREATION (DIVISION OF ARTS AND CULTURE); NATIONAL FOUNDATION FOR THE ADVANCEMENT IN THE ARTS; NORTH BEACH DEVELOPMENT CORPORATION; ORANGE BOWL COMMITTEE; PR RACING, INC.; SOBE NEWS, INC. D/B/A OCEAN DRIVE MAGAZINE; SUNNY ISLES BEACH RESORT ASSOCIATION; TIGERTAIL PRODUCTIONS, INC.; UNIVERSITY OF MIAMI LOWE; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE GRANT AGREEMENTS FOLLOWING COUNTY ATTORNEY APPROVAL OF FORM AND LEGAL SUFFICIENCY AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the funding of twenty-eight (28) grants for a total of \$238,600, from the FY2003-2004 Second Quarter meeting of the Tourist Development Council Grants Program-Room Tax Plan and Surtax Category to promote Miami-Dade County tourism by funding tourist-oriented cultural, sporting, television and special event/promotions as follows:

- |     |   |          |
|-----|---|----------|
| 1.  | Advanstar Communications, Inc. d/b/a Art Miami                    | \$ 2,000 |
| 2.  | Bay of Pigs Museum & Library of the 2506 Brigade, Inc.            | 7,500    |
| 3.  | Black Door Dance Ensemble, Inc.                                   | 1,350    |
| 4.  | Captain Bob Lewis Billfish Challenge, Inc.                        | 6,900    |
| 5.  | Centro Cultural de Puerto Rico en El Sur de la Florida            | 4,500    |
| 6.  | Coconut Grove Arts & Historical Association, Inc.                 | 22,500   |
| 7.  | Cultural Affairs Council of South Miami, Inc.                     | 10,500   |
| 8.  | Dave and Mary Alper Jewish Community Center                       | 13,500   |
| 9.  | Dr. Martin Luther King Jr. Parade and Festivities Committee, Inc. | 5,000    |
| 10. | Duende Ballet Espanol   | 3,000    |
| 11. | Fishing and Conservation Trust, Inc.                              | 16,000   |
| 12. | Florida International University Foundation, Inc.                 | 4,500    |
| 13. | Homestead Rodeo Association, Inc.                                 | 9,500    |
| 14. | Ife Ile, Inc.   | 4,000    |

15.	Jamaica Awareness, Inc.	8,000
16.	Made in Miami Film and Video Festival	5,000
17.	Miami Bach Society, Inc.	5,900
18.	Miami Classical Guitar Society, The	4,000
19.	Miami International Film Festival, Presented by Miami-Dade College	20,000
20.	Miami-Dade Park and Recreation (Division of Arts and Culture)	10,000
21.	National Foundation for Advancement in the Arts	12,500
22.	North Beach Development Corporation	5,250
23.	Orange Bowl Committee	12,500
24.	PR Racing, Inc.	10,000
25.	Sobe News, Inc d/b/a Ocean Drive Magazine	7,500
26.	Sunny Isles Beach Resort Association	10,000
27.	Tigertail Productions, Inc.	10,000
28.	University of Miami Lowe Art Museum	7,200

and authorizes the County Manager to execute grant agreements with each grantee for and on behalf of Miami-Dade County, Florida following County Attorney approval of form and legal sufficiency; and to execute the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson

Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro

Betty T. Ferguson

Joe A. Martinez

Dennis C. Moss

Natacha Seijas

Sen. Javier D. Souto

Jose "Pepe" Diaz

Sally A. Heyman

Jimmy L. Morales

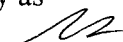
Dorrian D. Rolle

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. 

Stephen Stieglitz

By: \_\_\_\_\_  
Deputy Clerk

**Tourist Development Council Grants Program  
FY2003-04 - Second Quarter**

<i>Organization/ Project Description</i>	<i>FY2003-04 Panel Recommendation</i>
<p>1. <b>Advanstar Communications, Inc. d/b/a Art Miami</b> <b>100 West Monroe Suite 1100, Chicago, IL 60603</b> <b>Organization Established in 1987</b></p> <p><i>Art Miami 2004</i> Funds are requested to support Art Miami 2004, South Florida's 14th annual international exposition of modern and contemporary art held each January at the Miami Beach Convention Center. Over 25,000 collectors and art enthusiasts from around the world visit Art Miami each year to see a compelling mix of artwork in a variety of media, including painting, sculpture, photography, works on paper, installation, video and sound as presented by 150 galleries from over 30 countries. Funds will be used to support our marketing efforts to attract visitors from surrounding South Florida countries and additional international curators to Miami Beach.</p>	\$2,000
<p>2. <b>Bay of Pigs Museum &amp; Library of the 2506 Brigade, Inc.</b> <b>1821 S.W. 9th Street, Miami, FL 33135</b> <b>Organization Established in 1987</b></p> <p><i>Tourist Promotional Campaign</i> Funds are requested to support printing efforts associated with our "Tourist Promotional Campaign" in order to promote the Bay of Pigs Museum &amp; Library located in historic Little Havana. We will print over 5,000 brochures to distribute in hotels, offering free tours of the museum.</p>	\$7,500
<p>3. <b>Black Door Dance Ensemble, Inc.</b> <b>P.O. Box 16-4542, Miami, FL 33116</b> <b>Organization Established in 1991</b></p> <p><i>The Divine One: The Music of Sarah Vaughan</i> Funds are requested to support artists fees and marketing efforts for the production of Black Door Dance Ensemble, Inc.'s "The Divine One: The Music of Sarah Vaughan" highlighting the music of American jazz vocalist Sarah Vaughan. Popular in the 1940's and 1950's Vaughan's voice was heard with the legendary bebop bands of the 50's. Black Door Dance Ensemble will present two shows at the Dave &amp; Mary Alper Jewish Community Center in Kendall.</p>	\$1,350
<p>4. <b>Captain Bob Lewis Billfish Challenge, Inc.</b> <b>P.O. Box 560237, Miami, FL 33256</b> <b>Organization Established in 1998</b></p> <p><i>Capt. Bob Lewis Billfish Challenge</i> Funds are requested to support the Captain Bob Lewis Billfish Challenge (CBLBC) marketing efforts through print media, radio advertising, magazine advertising and the development and refinement of the web-site on the world wide web to promote Miami-Dade County as the ultimate recreational fishing capital in North America. Tournament yearbook to be distributed at the Miami Beach Boat show and mailed to major sponsors and participants.</p>	\$6,900

**Tourist Development Council Grants Program  
FY2003-04 - Second Quarter**

<i>Organization/ Project Description</i>	<i>FY2003-04 Panel Recommendation</i>
<p>5. <b>Centro Cultural de Puerto Rico en El Sur de la Florida</b>  <b>9288 NW 17 Street, Coral Springs, FL 33071</b>  <b>Organization Established in 1999</b></p> <p><i>Cuarto Festival Del Plantano - Year 2004</i>  Funds are requested to support the assemble of the "Cuarto Festival del Platano - Year 2004," which pays homage to Puerto Rican handicrafts and its agriculture. This festival will offer the opportunity to the communities in South Florida to explore the cultural heritage of Puerto Rico through the exposition of its art, craftsmanship, food, and music. An imaginary voyage to the "island of the enchantment" will turn the general public into tourists in their hometown.</p>	\$4,500
<p>6. <b>Coconut Grove Arts &amp; Historical Association, Inc. (Formerly Coconut Grove Association)</b>  <b>3427 Main Highway, Coconut Grove, FL 33133</b>  <b>Organization Established in 1963</b></p> <p><i>Washington Mutual Coconut Grove Arts Festival</i>  Funds are requested to support the Coconut Grove Arts Festival which continues in its position as one of the largest and most prestigious events of its kind in the world. Drawing up to three-quarters of a million people from all over Florida, the United States, Canada, Latin America and Europe, the festival is one of Miami-Dade County's most visible and celebrated events. Held annually during President's day weekend, the festival will be celebrating its 41st anniversary February 14-16, 2004.</p>	\$22,500
<p>7. <b>Cultural Affairs Council of South Miami, Inc.</b>  <b>7800 Red Road, Suite 215D, South Miami, FL 33143</b>  <b>Organization Established in 1994</b></p> <p><i>ArtExpo South Miami Arts Show</i>  Funds are requested to support ArtExpo South Miami Arts Show's marketing and media blitz. ArtExpo will be held on Saturday &amp; Sunday, January 3rd &amp; 4th, 2004. The Arts Show will showcase over 100 fine artisans and craft professionals, selected from the local, state, national and international arena. ArtExpo's emphasis is on bringing awareness of the many arts disciplines and the cultural fabric of Miami-Dade County to residents, visitors, and tourists, while making it entertaining and free of charge to the general public. The Show will be accessible to people with physical challenges and people of all ages.</p>	\$10,500
<p>8. <b>Dave and Mary Alper Jewish Community Center</b>  <b>11155 S.W. 112th Avenue, Miami, FL 33176</b>  <b>Organization Established in 1934</b></p> <p><i>Chagall for Children Exhibition</i>  Funds are requested to support "Chagall for Children," a 20-station, hands-on, inaugural museum art exhibit for kids ages 4-11 and their families. Through touch and play the exhibit exposes the youngest artists to the work of 20th Century Russian/French master painter, Marc Chagall. Concurrently, five complementary adult exhibits will be featured in an adjacent gallery, including works by painter/printmaker Lynne Feldman; an Israeli Artists' Show; Denmark, October 1943: 36 panels that tell the story of how the Danes saved Jews during the Holocaust; photos by World War II photographer Norman Dittel; and weavings, basketry, handmade paper and sculpture by South Florida Fiber Artists.</p>	\$13,500



**Tourist Development Council Grants Program  
FY2003-04 - Second Quarter**

<i>Organization/ Project Description</i>	<b>FY2003-04 Panel Recommendation</b>
<p>9. <b>Dr. Martin Luther King Jr. Parade &amp; Festivities Committee, Inc.</b>  <b>P.O. Box 510406, Miami, FL 33151</b>  <b>Organization Established in 1985</b></p> <p><i>Dr. Martin Luther King Jr. Parade &amp; Festivities</i>  Funds are requested to support the annual Dr. Martin Luther King, Jr. parade to be held on January 19, 2004 to commemorate the birth legacy and lifeworks of Dr. Martin Luther King, Jr.</p>	<b>\$5,000</b>
<p>10. <b>Duende Ballet Espanol</b>  <b>12209 S.W. 14th Lane, Miami, FL 33184</b>  <b>Organization Established in 2002</b></p> <p><i>Entre Nosotros (Between Us) Spanish Dance &amp; Flamenco</i>  Funds are requested to support our project "Entre Nosotros" (Between Us) a Spanish Dance &amp; Flamenco Showcase featuring 16 international artists from Spain, Mexico and the U.S., with special guest star, Joaquin Ruiz, considered one of the greatest Flamenco dancers in the world. Performances will be at the North Miami Beach Performing Arts Theater on October 16 &amp; 17, 2003.</p>	<b>\$3,000</b>
<p>11. <b>Fishing and Conservation Trust, Inc.</b>  <b>P.O. Box 140850, Coral Gables, FL 33114</b>  <b>Organization Established in 1935</b></p> <p><i>69th Annual Metropolitan S FLA Tournament</i>  Funds are requested to support the "69th Annual Metropolitan S FLA Tournament", the world's largest, non-profit, free sportfishing event. Open to all, with the goal to promote tourism in Miami-Dade and the art of sport angling in all of South Florida.</p>	<b>\$16,000</b>
<p>12. <b>Florida International University Foundation, Inc. / South Beach Wine and Food Festival</b>  <b>1600 NW 163rd Street, Miami, FL 33169</b>  <b>Organization Established in 1965</b></p> <p><i>South Beach Wine &amp; Food Festival</i>  Funds are requested to support the South Beach Wine &amp; Food Festival that will build upon the great success of last season's festival, bringing together a remarkable array of noted chefs, acclaimed national and international wineries for an exciting line up of events. A destination weekend event, the Festival will take place Friday, March 5th through Sunday, March 7th, 2004 with three full days of tastings, a dinner series at Miami's premier restaurants, Wine/Culinary/Lifestyle Seminars featuring prominent figures in the international wine, spirits and culinary industries. A tribute luncheon on Sunday will honor an influential chef and vintner. Sunday's highlight event, the "Grand Tasting Village," will take place in a 50,000 square foot tent on the beach and will feature chats with chefs, demonstrations, culinary seminars, tastings and a live auction. Most events are open to the public. The Festival is presented by Food &amp; Wine Magazine and hosted by sponsors Southern Wine &amp; Spirits and Florida International University.</p>	<b>\$4,500</b>

**Tourist Development Council Grants Program  
FY2003-04 - Second Quarter**

<i>Organization/ Project Description</i>	<i>FY2003-04 Panel Recommendation</i>
<p><b>13. Homestead Rodeo Association, Inc.</b>  <b>555 N.E. 15th Street Suite 25-K, Miami, FL 33132</b>  <b>Organization Established in 1953</b></p> <p><i>55th Annual Homestead Championship Rodeo, Parade, &amp; Frontier Days</i>  Funds are requested to support the 55th Annual Homestead Championship Rodeo, Parade &amp; Frontier Days which provides the visitor with an authentic western experience. Attendees can observe world class demonstration of the seven skills that cowboys and cowgirls need to survive and excel. This is a Professional Rodeo Cowboys Association (PRCA) sanctioned event. It is one of the first events of the year and attracts many contenders vying for a slot in the National Finals held in Las Vegas in December. A Western Music and Cowboy Poetry Gathering was added in 2003.</p>	<p><b>\$9,500</b></p>
<p><b>14. Ife Ile, Inc.</b>  <b>4545 N.W. 7th Street, Suite 13, Miami, FL 33126</b>  <b>Organization Established in 1996</b></p> <p><i>Rituals, Religion and Art</i>  Funds are requested to support the 5th BAILA-USA Cultural Arts and Dance Festival panel discussion and symposium on Afro-Cuban and Caribbean ritualistic culture, art and dance. The discussions will be held February 20th and 21st at Miami-Dade Community College - Wolfson Campus in Downtown Miami. Funding will be provide for marketing, honoraries for invited speakers and other related costs of production.</p>	<p><b>\$4,000</b></p>
<p><b>15. Jamaica Awareness, Inc.</b>  <b>1035 N.E. 125 Street, Suite 300, North Miami, FL 33161</b>  <b>Organization Established in 1985</b></p> <p><i>Miami Reggae Festival: Salute to Peter Tosh</i>  Funds are requested to support The Miami Reggae Festival which will celebrate its 19th year of existence with the 2004 event at Bayfront Park Amphitheatre on Sunday, October 26th, with a salute to the life and artistry of legendary reggae pioneer, Peter Tosh. The festival will be proceeded by a week to include a film festivr symposia revolving around Peter Tosh, his life and music at Florida International University (North and South) and The Marlon Club on Miami Beach.</p>	<p><b>\$8,000</b></p>
<p><b>16. Made in Miami Film &amp; Video Festival</b>  <b>7100 Biscayne Blvd. Suite 102, Miami, FL 33138</b>  <b>Organization Established in 2001</b></p> <p><i>Third Annual Made in Miami Film &amp; Video Festival</i>  Funds are requested to support broadening the marketing and international outreach of the Third Annual Made In Miami Film &amp; Video Festival to draw more visitors nationally and internationally. The 10-day event, going into its third year, is poised to further establish itself as a destination cultural event via celebrity appearances and international television segment partnerships with TV networks such as E! Entertainment Television and Telemundo.</p>	<p><b>\$5,000</b></p>

**Tourist Development Council Grants Program  
FY2003-04 - Second Quarter**

<i>Organization/ Project Description</i>	<b>FY2003-04 Panel Recommendation</b>
<p>17. <b>Miami Bach Society, Inc.</b>  <b>P.O. Box 4034, Coral Gables, FL 33114</b>  <b>Organization Established in 1984</b></p> <p><i>Tropical Baroque Music Festival V</i>  Funds are requested to support the Fifth International Baroque Music Festival presented by the twenty year old Miami Bach Society. "The Tropical Baroque Music Festival V" will feature local artists, musicians from around the United States and from several countries around the world. Concerts will be performed in churches and other beautiful venues throughout Coral Gables. As in the past, last year's festival was attended by enthusiastic patrons from the South Florida community, and music-loving tourists from around the state, the country and increasingly the world.</p>	\$5,900
<p>18. <b>Miami Classical Guitar Society, The</b>  <b>10630 S.W. 126th Avenue, Miami, FL 33186</b>  <b>Organization Established in 1988</b></p> <p><i>First International Guitar Competition and Course</i>  Funds are requested to support the First International Guitar Course and Competition to take place from February 16th to the 21st at the Centro Cultural Espanol at Coral Gables. This is the first time an event such as this will take place in Miami, including master classes from internationally renowned performers, two levels and two rounds of competition with young players under 25 and 35 years old, and four concerts featuring guitarists from Spain, Italy and Miami.</p>	\$4,000
<p>19. <b>Miami International Film Festival, Presented by Miami Dade College</b>  <b>300 NE 2nd Avenue, Miami, FL 33132</b>  <b>Organization Established in 1959</b></p> <p><i>Miami International Film Festival</i>  Funds are requested to support the 2004 Miami International Film Festival, presented by Miami Dade College, which will be held from January 30 through February 8, 2004. With screening venues in Downtown Miami, Miami-Dade County and Miami Beach, the Festival will present a program of films from around the world. The Festival has active community and educational outreach programs, with the mission of bringing films that tell stories, express viewpoints or relay ways of life that are different from our own. In addition, the Festival supports the economic development of the City of Miami.</p>	\$20,000
<p>20. <b>Miami-Dade Department of Park and Recreation (Division of Arts and Culture)</b>  <b>275 SW 2nd Street Suite 548, Miami, FL 33128</b>  <b>Organization Established in 1929</b></p> <p><i>Cornucopia of the Arts 2004</i>  Funds are requested to support the 23rd Annual "Cornucopia of the Arts" at the Vizcaya Museum and Gardens on February 8th. Cornucopia is a children's arts festival that brings some of the region's most talented young artists and performers in a vibrant blend of multidisciplinary, multi-ethnic and multicultural arts performances and exhibitions.</p>	\$10,000

**Tourist Development Council Grants Program  
FY2003-04 - Second Quarter**

<i>Organization/ Project Description</i>	<i>FY2003-04 Panel Recommendation</i>
<p><b>21. National Foundation for Advancement in the Arts</b>  <b>800 Brickell Avenue, Suite 500, Miami, FL 33131</b>  <b>Organization Established in 1981</b></p> <p><i>2004 ARTS Program and 2004 ARTS Week Educators Conference</i>  Funds are requested to support the marketing and publicity costs associated with the recruitment of applicants for the ARTS Program. Funds are specifically requested to support the purchase of ads in national publications, websites with a combined circulation of 1 million. The program identifies the nation's most talented high school seniors in the performing, visual and literary arts and brings them to Miami-Dade County for ARTS week each January, an all-expenses week of master classes, showcase performances, exhibitions, readings, interdisciplinary activities and final, live auditions.</p>	\$12,500
<p><b>22. North Beach Development Corporation</b>  <b>210 71st Street, Suite 310, Miami Beach, FL 33141</b>  <b>Organization Established in 1988</b></p> <p><i>Miami Beach Festival of the Arts</i>  Funds are requested to support the marketing costs of the 30th Annual Miami Beach Festival of the Arts, an annual fine arts festival which showcases approximately 150 artists. This is the signature event in North Beach, an underserved neighborhood of the City of Miami Beach which has recently started to establish a presence in the arts community.</p>	\$5,250
<p><b>23. Orange Bowl Committee</b>  <b>703 Waterford Way, Suite 590, Miami, FL 33126</b>  <b>Organization Established in 1947</b></p> <p><i>Orange Bowl International Tennis Championship</i>  Funds are requested to support the 2003 Orange Bowl International Tennis Championships. The Tennis Championships is an annual event held in Key Biscayne. The events attract more than 900 participants from 70 different countries and nearly 10,000 spectators.</p>	\$12,500
<p><b>24. PR Racing, Inc.</b>  <b>15916 SW 84th Ct., Miami, FL 33157</b>  <b>Organization Established in 2002</b></p> <p><i>Toyota Prius Miami Tropical Marathon and Half-Marathon</i>  Funds are requested to support the second annual Miami Tropical Marathon and Half-Marathon, a 26.2 mile and 13.1 mile running race which will take place on February 1, on the streets of Miami and Miami Beach starting at the American Airlines Arena and finishing at Bayfront Park. This race will attract participants from throughout the U.S. and the world to run one of the most beautiful courses in the nation. As part of the race weekend, participants and the public at large will also be invited to enjoy the pre and post race festivities, including a Kick-Off Party, a 2 day Sports &amp; Fitness Expo, a Pasta Party and a Post-Race Concert at Bayfront.</p>	\$10,000

**Tourist Development Council Grants Program  
FY2003-04 - Second Quarter**

<i>Organization/ Project Description</i>	<i>FY2003-04 Panel Recommendation</i>
<p>25. <b>Sobe News, Inc. dba Ocean Drive Magazine</b> <b>404 Washington Avenue, Miami Beach, FL 33139</b> <b>Organization Established in 1992</b></p> <p><i>VolleyPalooza</i> Funds are requested to support VolleyPalooza, a two-day model volleyball tournament with live musical performances and celebrity emcees. VolleyPalooza features 288 male and female models participating in an amateur tournament with intermittent fashion shows, musical performances by top Billboard charting acts and celebrities such as Tommy Davidson and Jamie Foxx entertaining the crowd with their witty and clever humor. VolleyPalooza is attended by more than 15,000 spectators from all over the world and has been featured on every local television network as well as nationally on Good Morning America, The Today Show, Fox &amp; Friends, E! Channel, Extra, ESPN, and this year it is being pitched to an international cable network to make into a one-hour television special.</p>	<p><b>\$7,500</b></p>
<p>26. <b>Sunny Isles Beach Resort Association</b> <b>17070 Collins Avenue, Suite 266B, Sunny Isles Beach, FL 33160</b> <b>Organization Established in 1990</b></p> <p><i>Miss Florida Teen USA</i> Funds are requested to support the production and marketing costs associated with the promotion of the Miss Florida Teen USA Pageant which will take place from October 30 - November 1, 2003 in various locations in Miami-Dade County.</p>	<p><b>\$10,000</b></p>
<p>27. <b>Tigertail Productions, Inc.</b> <b>842 NW 9th Court, Miami, FL 33136</b> <b>Organization Established in 1979</b></p> <p><i>Tigertail FLA/BRA International</i> Funds are requested to support Tigertail's FLA/BRA International 2004 to support targeted costs as listed in this application and expanded electronic marketing. Tigertail, Florida's pioneer of innovative art, presents dynamic and stimulating new work in music, dance, theater, poetry and the visual arts - Art of our Time, by and for Greater Miami.</p>	<p><b>\$10,000</b></p>
<p>28. <b>University of Miami Lowe Art Museum</b> <b>1301 Stanford Drive, Coral Gables, FL 33124</b> <b>Organization Established in 1961</b></p> <p><i>Change &amp; Continuity: Folk &amp; Tribal Art of India</i> Funds are requested to support the printing of a catalogue to accompany "Change &amp; Continuity: Folk &amp; Tribal Art of India." This catalogue will provide the South Florida Community as well as national and international visitors with a comprehensive introduction to folk arts of India, including essays from scholars in this field and images from the exhibition.</p>	<p><b>\$7,200</b></p>

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
2003-04 TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM - Second Quarter**

The Miami-Dade County Tourist Development Council, the Department of Cultural Affairs, the Mayor and the Board of Miami-Dade County Commissioners are pleased to announce that Miami-Dade County will award the grant described herein to **(hereinafter referred to as the Grantee)** in consideration for the recipient's agreement to abide by all terms and considerations set forth in Articles I, II, III, IV and V.

**ARTICLE I**

1. GRANTEE:
2. AMOUNT OF GRANT:
3. TYPE OF GRANT: (As defined in Article II.2)
4. PROJECT DESCRIPTION: (See Exhibit 1, attached hereto.)
5. ITEMIZED PROJECT BUDGET: (See Exhibits 2A and 2B, attached hereto.)
6. SPONSORSHIP PACKAGE: (See Exhibit 3, attached hereto.)
7. EXPENDITURE DEADLINE: September 30, 2004
8. REPORT DEADLINE: Within 90 days of project completion (As stated in Exhibit 1.)

WHEREAS, the Parties have entered into this Grant Agreement for the purposes described in Article I.3, and in accordance with the conditions set forth within the Articles of this Grant Agreement;

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as follows:

**ATTEST:**

**MIAMI-DADE COUNTY, FLORIDA, by its  
BOARD OF COUNTY COMMISSIONERS**

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_  
County Manager / Designee

\_\_\_\_\_  
Clerk, Miami-Dade County Commission

**GRANTEE:**

Federal Identification # \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Grantee's Corporate Seal

BY: \_\_\_\_\_  
Printed Name of Chairman or President

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Printed Name of Chief Fiscal Officer

\_\_\_\_\_  
Signature

Approved for form and  
legal sufficiency:

BY: \_\_\_\_\_  
Printed Name of Executive Director

\_\_\_\_\_  
Assistant Miami-Dade County Attorney

\_\_\_\_\_  
Signature

## ARTICLE II

### GENERAL CONDITIONS

**WHEREAS**, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Manager or his designee;

1. **Parties:** The parties to this Agreement are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. Miami-Dade County has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, or his designee, who shall be referred to herein as the "Director."

2. **Amount of Grant and Type of Grant:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee subsequent to the approval of the award by the Miami-Dade County Mayor and Board of County Commissioners, subject to the conditions and limitations as may be outlined in this Agreement. Miami-Dade County's obligation to pay this grant award is contingent upon the availability of funds.

Tourist Development Council grants are made on either a reimbursement or a direct basis, with the type of grant determined on a case-by-case upon the determination of the Director and/or the approval of the TDC. The "Type of Grant" is specified in Article I.3.

If Article I.3 designates this grant as a "REIMBURSEMENT" type grant, as a condition of receiving payment, the Grantee agrees to provide to the Director or his designee, within ninety (90) days of the event, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in Exhibit 2B as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures. Within forty-five (45) business days of receipt of satisfactory documentation described and required by this Agreement, the County shall reimburse the Grantee for those expenditures which are indicated in Exhibit 2B. If documentation, as outlined above, is not received within ninety (90) days of the event, or if the documentation provided by the Grantee does not, in the sole and absolute determination of the Director, conclusively demonstrate that funds were expended for the purposes allowed by this Agreement, the grantee shall waive any and all rights to receive payment of the grant.

If Article I.3 designates this grant as a "DIRECT" type grant, grant awards will be advanced to the Grantee.

3. **Project Description:** The Grantee may only use the grant for the purposes which are specifically described in Article I.4, designated "Project Description," as documented and attached hereto specifically as Exhibit I, and which corresponds to the information in the Grantee's application and/or request for County Financial Assistance to the Department of Cultural Affairs and for the grant program purpose as defined and stipulated in Exhibit I, attached hereto, and in the program guidelines of the grant program from which this grant is being awarded. Further, it is expressly understood and agreed, that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section IV, "Special Conditions," of this Agreement.

Project revisions necessary for the purpose of completing the project, which substantially alter the original project, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's review. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under this Agreement. This budget is attached hereto as Exhibits 2A and 2B. Further, Grantee agrees that all expenditures will be subject to the terms of this Agreement as specified in Exhibits 2A and 2B and will not significantly deviate from the budget included as a part of the Grantee's application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. Budget revisions including line item changes which substantially alter the original project that may be necessary for the purpose of completing the project, must be requested in writing to the Director prior to implementation of revisions for the Director's review. The Grantee

agrees and expressly understands that project budget changes may not exceed twenty-five (25%) per project line item, so long as expenditures do not exceed the total amount of the grant award. The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

5. **Grant Expenditure Deadline:** The Grantee shall encumber all grant and matching funds on or before the Grant Expenditure Deadline as outlined in Article I.7. Any grant funds not encumbered by the Expenditure Deadline or for which a project extension has not been requested, shall revert to the Department of Cultural Affairs and this Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the expiration of the grant period. The Director, at his discretion, may grant an extension of up to one (1) year of the Expenditure Deadline so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. **Report Deadline:** To demonstrate that the grant award has been used in accordance with the Project Description and Project Budget information as outlined in Exhibits I, 2A and 2B and met and fulfilled all requirements as outlined in this Agreement, exhibits, original application and/or funding request and/or other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director according to the schedule outlined in Article I.8. The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also request that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

Grantee shall attach to said Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in Exhibit 2B as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the event that the Grantee fails to submit the required Final Report according to the schedule outlined in Article I.8., the Director may terminate this Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. **Program Monitoring and Evaluation:** The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities. Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement, not fulfilling other Grants program requirements, stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, then the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of this Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the Director, then the Director, at his discretion, may take other actions which may include reduction or rescission of the grant award, or withholding grant funds until such time as the Grantee can demonstrate that such issues have been corrected. Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant award. The Director may also institute a moratorium on applications from the Grantee to Department of Cultural Affairs Grants Programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the Director, whichever occurs first.

8. **Bank Accounts and Bonding:** Monies received pursuant to this Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts, which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds. All persons authorized to withdraw funds from the grant award account must be bonded by a reputable licensed firm.



9. **Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the occurrence of the Expenditure Deadline specified in Article I.7; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. **Publicity and Credits:** The Grantee must include the following credit line in all promotional marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "With the support of the Miami-Dade County Tourist Development Council, the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners."

Grantees are also encouraged to use the "Tropiculture" logo stat in marketing and publicity materials. (Please call the Department of Cultural Affairs to request the stat sheet if one has not been included with this Agreement package.)

Further, the grantee agrees, that should the amount of this grant exceed \$10,000, grantee will confer upon the Tourist Development Council a sponsorship package comparable to the sponsorship package provided to every other grant or sponsor of the event who contributes a grant or funding in an amount equal to this grant. The sponsorship package to be provided in Exhibit 3 and is incorporated herein by reference.

11. **Liability and Indemnification:** It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of this Agreement, the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

12. **Assignment:** The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

**13. Compliance with Laws:** It shall be a contractual obligation of the Grantee hereunder, that during the term of this Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and terms of grants to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1 - of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Resolutions R-202-96, R-206-96, R-13211-99
- (f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (h) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
  - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
  - (2) Title II, Public Services;
  - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
  - (4) Title IV, Telecommunications;
  - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (i) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
- (j) Resolution R-1206-97 regarding Welfare Reform Work Participation;
- (k) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et. Seq.).

The Grantee has certifiably indicated compliance to these laws, ordinances and resolutions by properly executing the affidavits attached hereto. See Affidavits for specific provisions and declarations described.

**14. Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of this Agreement, its attachments referenced herein as "Exhibits," the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under this Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received. In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of this Agreement, the Grantee will not be eligible to apply to the Miami-Dade County Department of Cultural Affairs for another grant for a period of one (1) year, commencing on the date the Grantee receives the notice in writing of the breach of this Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in this Agreement, are to be repaid by delivering to the Director, a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy which may be available to it under the law.

15. **Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement either at the time the breach or failure occurs or at any time throughout the term of this Agreement.

16. **Written Notices:** Any written notices required under this Agreement will be effective when delivered in person or upon the receipt of certified letters addressed to the Grantee at the address specified in Article I.1 of this Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

17. **Captions Used in This Agreement:** Captions as used in this Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

18. **Contract Represents Total Agreement:** This Agreement, including its special conditions and Exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

### **ARTICLE III**

#### **INSURANCE**

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workmen's Compensation Insurance for all employees of the Grantee as required by Florida Statute 44.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates shall indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

#### ARTICLE IV

##### TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or should violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

#### ARTICLE V

##### SPECIAL CONDITIONS

The grant awarded to this Grantee is the result of an extensive public review process, which found that the Grantee is performing a public purpose through the programs, projects, and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Grant Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Articles and Exhibits of this Grant Agreement.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM

EXHIBIT I: REVISED PROJECT NARRATIVE

The Project Narrative/Description is a complete description of the proposed project or event as on the original application and approved by the program panel. Please include the number of events, participants, locations and audience to be served. Also, please include a brief statement indicating how this event will be made available to the public.

Project Title:

Activity Dates:

Narrative/Description:

Necessary changes in the program (if any):

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM**

**EXHIBIT 2A: REVISED PROJECT BUDGET**

List cash and in-kind expenses and revenues specifically identified with your project/season. Round amounts to the nearest dollar (do not show cents).

**NOTE:** Total project expenses and revenues must equal.

	CASH EXPENSES	IN-KIND		CASH REVENUES	IN-KIND
<b>PERSONNEL</b>			<b>ADMISSIONS</b>		
ADMINISTRATIVE:			CONTRACTED SERVICES		
ARTISTIC:			TUITIONS		
TECHNICAL:			CORPORATE SUPPORT		
OUTSIDE ARTISTIC FEES:			FOUNDATION SUPPORT		
OUTSIDE OTHER FEES:			PRIVATE/INDIVIDUAL SUPPORT		
MARKETING/PUBLICITY			GOVERNMENT GRANTS:		
PRINTING			FEDERAL		
POSTAGE			STATE		
IN COUNTY TRAVEL			LOCAL		
OUT OF COUNTY TRAVEL			APPLICANT CASH ON HAND		
EQUIPMENT RENTAL			OTHER REVENUES (ITEMIZE):		
EQUIPMENT PURCHASE					
SPACE RENTAL					
INSURANCE					
UTILITIES					
SUPPLIES/MATERIALS					
OTHER COSTS (ITEMIZE):					
			TDC Grant Award		
SUB TOTALS: _____			SUB TOTALS: _____		
TOTAL EXPENSES: _____			TOTAL REVENUES: _____		

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM

EXHIBIT 2B: REVISED GRANT AWARD BUDGET

Itemized cash expenses to be expended from grants award. Expenditures must equal the total amount of the grant award as listed on the cover sheet. Round amounts to the nearest dollar (do not show cents).

**NOTE:** The items specified in this budget must correspond with the Grant Dollars Allocated column of the Project Expense Budget on your original application form.

	GRANT AWARD
PERSONNEL	
ADMINISTRATIVE:	_____
ARTISTIC:	_____
TECHNICAL:	_____
OUTSIDE ARTISTIC FEES:	_____
OUTSIDE OTHER FEES:	_____
MARKETING/PUBLICITY	_____
PRINTING	_____
POSTAGE	_____
IN COUNTY TRAVEL	_____
EQUIPMENT RENTAL	_____
SPACE RENTAL	_____
INSURANCE	_____
UTILITIES	_____
SUPPLIES/MATERIALS	_____
OTHER COSTS (ITEMIZE):	_____
_____	_____
_____	_____
_____	_____
TOTAL TDC GRANT AWARD:	_____

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS  
TOURIST DEVELOPMENT COUNCIL GRANTS PROGRAM**

**EXHIBIT 3: SPONSORSHIP PACKAGE**

If your grant award from the Tourist Development Council exceeds \$10,000, you are bound by Article II Section 11 of your Grant Agreement, which states that the County is to be provided with a sponsorship package comparable to that which is provided to other sponsors who have contributed a grant or funding amount equivalent to this grant. In the space provided below, please itemize what the County will receive in benefits as a sponsor of your event. Please attach additional pages if necessary.

<u>SPONSOR BENEFITS</u>	<u>ESTIMATED DOLLAR VALUE</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total Value of Sponsorship Package: \$ _____</b>	